

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS
(EASTERN DIVISION)**

In re:

BIOPURE CORPORATION,

Debtor.

Chapter 11

Case No. 09-16725-FJB

NOTICE OF SERVICE

I, Kathleen A. Rahbany, hereby certify that on September 23, 2009, I caused a copy of the *Notice of (i) Proposed Assumption and Assignment of Certain Contracts and Unexpired Leases and (ii) Amounts Necessary to Cure Defaults* in the form attached hereto to be served by overnight mail on the parties set forth below at the addresses indicated thereon.

September 23, 2009

/s/ Kathleen A. Rahbany
Kathleen A. Rahbany

123-reg.co.uk
GX Network Ltd.
5 Roundwood Avenue
Stockley Park
Uxbridge, Middlesex UB11 1FF
England

AHP Hosting.net
4002 Highway 78 West
Snellville, GA 30039

Brown University
Attn: Charles Kingdon, Ph.D.
Brown University Technology Partnerships
47 George Street
Providence, RI 02912

Diametrics Medical, Inc.
Attn: James K. Miller
2658 Patton Road
St. Paul, MN 55113-1136

Dirk J. Duncker M.D., Ph.D.
Division of Experimental Oncology
Department of Cardiology, Thoraxcenter
Room # Ee-2355a
Erasmus MC
University Medical Center
Rotterdam
P.O. Box 1738
3000 DR Rotterdam
The Netherlands

The General Hospital Corporation
d/b/a Massachusetts General Hospital
Attn: Marie Lossky, Ph.D.
55 Fruit Street
Boston, MA 02114

Heska Corporation
Attn: John R. Flanders
3760 Rocky Mountain Avenue
Loveland, CO 80538

JBS Souderton, Inc.
Attn: Craig A. Leigel, CFO
P.O. Box 395
Souderton, PA 18964

JBS Souderton, Inc.
P.O. Box 64395
Souderton, PA 18964

Network Solutions
13861 Sunrise Valley Drive
Suite 300
Herndon, VA 20171

Northrop Grumman Information
Technology Global Corp.
3975 Virginia Mallory Drive
MSSO, 3rd Floor East
Chantilly, VA 20151

Ohio State University
College of Veterinary Medicine
Attn: Edward Cooper, Asst. Professor –
Emergency/Critical Care
Veterinary Clinical Services
601 Vernon Tharp Street
Columbus, OH 43210

Oracle USA Inc.
P. O. Box 71028
Chicago, IL 60694

OSI Software
Two Forbes Avenue
Andover, MA 01801

Rockland Technimed, Ltd.
Attn: Pradeep M. Gupte
Maratha House
3 Larissa Court
Airmont, NY 10952-2833

Roswell Park Cancer Institute
Attn: Michael B. Sexton, Esq.
Elm & Carlton Streets
Buffalo, NY 14623

Spear Realty LLC
520 Springfield Street
Coopersburg, PA 08036

Stanford University
Attn: Edwin I. Chang, M.D.
Division of Plastic and Reconstructive Surgery
257 Campus Drive, Mayer Building
PSRL GK210
Stanford, CA 94305

University of Alabama, Birmingham (Trauma)
Attn: Richard B. Marchase, Ph.D.
Vice President for Research
Department of Surgery
Section of Trauma, Burns, Critical Care
LHRB 112
701 South 19th Street
Birmingham, AL 35294-0007

University of Alabama, Birmingham
Attn: Jane Fant
Assistant VP Sponsored Research
Administration
701 20th Street, AB 770
Birmingham, AL 35294-0007

University of Miami School of Medicine
Attn: Kenneth G. Proctor, Ph.D.
Professor of Surgery, Anesthesiology and
Biomedical Engineering
Divisions of Trauma and Surgical Critical Care
Daughtry Family Department of Surgery
Ryder Trauma Center
1611 NW 12th Avenue
Suite 215
Miami, FL 33136

University of Michigan
Attn: Susan Stern
The Regents of the University of Michigan
c/o Division of Research Development and
Administration
3003 South State Street
Room 1080
Ann Arbor, MI 48109-1274

University of North Carolina at Chapel Hill
Attn: James Manning, M.D. and
Laurence Katz, M.D.
308 Bynum Hall
CB # 4105
Chapel Hill, NC 27599-4105

University of Pittsburgh
Attn: Marina V. Kameneva, Ph.D.
100 Technology Drive
Suite 200
Pittsburgh, PA 15219

University of Pittsburgh
Attn: Allen DiPalma
Director, Office of Research
350 Thackery Hall
Pittsburgh, PA 15260

Virginia Commonwealth University
Attn: Ivelina Metcheva, Ph.D., M.B.A.
Director, Technology Transfer
800 East Leigh Street
Biotech One, Suite 113
Richmond, VA 23219

Wilford Hall Medical Center
Attn: Jeffrey D. McNeil, M.D.
59th Clinical Research Squadron
2200 Bergquist Drive
Building 4430
Lacland AFB, TX 78239-5300

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, NV 89511-1137

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS
(EASTERN DIVISION)**

In re:

BIOPURE CORPORATION,

Debtor.

Chapter 11
Case No. 09-16725-FJB

**NOTICE OF (I) PROPOSED ASSUMPTION AND ASSIGNMENT OF
CERTAIN CONTRACTS AND UNEXPIRED LEASES
AND (II) AMOUNTS NECESSARY TO CURE DEFAULTS**

PLEASE TAKE NOTICE that on July 16, 2009, Biopure Corporation, the above-captioned debtor and debtor-in-possession (the “Debtor”) filed a motion for entry of (i) an Order (a) approving certain bid procedures (the “Bid Procedures”) in connection with the sale of the Debtor’s Purchased Assets (the “Purchased Assets Sale”); (b) authorizing and scheduling an auction (the “Auction”) in connection with the Purchased Assets Sale; (c) approving the payment of an Expense Reimbursement to the Stalking Horse Purchaser in accordance with the terms and conditions of the Purchase Agreement; (d) establishing and approving the procedures to determine, and the form and manner of notice with respect to, the amounts to be paid and actions to be taken to cure defaults, if any, under the executory contracts and unexpired leases to be assumed by the Debtor and assigned to the Stalking Horse Purchaser or any other Successful Bidder (or Back-up Bidder) in connection with the Purchased Assets Sale; (e) approving the form and manner of notices of the proposed Purchased Asset Sale, the Bid Procedures, the Auction and the Sale Hearing; and (f) scheduling a Sale Hearing; and (ii) an Order approving the Purchased Assets Sale and the assumption and assignment of executory contracts and unexpired leases to be assumed by the Debtor and assigned to the Stalking Horse Purchaser or any other Successful Bidder (or Back-up Bidder) in connection therewith.

PLEASE TAKE FURTHER NOTICE that on August 20, 2009, the Bankruptcy Court entered an order (the “Sale Order”) approving the Purchased Assets Sale and the assumption and assignment of executory contracts and unexpired leases to be assumed by the Debtor and assigned to the Stalking Horse Purchaser or any other Successful Bidder (or Back-up Bidder) in connection therewith. A copy of the Sale Order and related pleadings may be viewed at www.craigmacauley.com.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Sale Order, the Debtor may assume, sell, and assign certain of its contracts (the “Contracts”) and unexpired leases (the “Leases”) free and clear of all liens, claims, encumbrances, and interests on satisfaction of the cure amounts required under section 365(b)(1)(A) of the Bankruptcy Code (the “Cure Costs”). Certain of the Contracts and Leases that the Debtor may seek to assume, sell, and assign and

corresponding Cure Costs are listed on the attached Exhibit A.¹ In addition, listed on Exhibit B are any Contracts and Leases that have been deleted from a list previously filed with the Court. **Parties receiving this notice should locate their names and their contracts or leases listed on Exhibit A or Exhibit B. The Debtor, at the direction of the Stalking Horse Purchaser or another Successful Bidder, may modify the list of Contracts and Leases on Exhibit A by deleting one or more Contracts or Leases or adding an Additional Contract at any time prior to two weeks after the closing of the Purchased Assets Sale in accordance with the Purchase Agreement and procedures approved by the Court. The Debtor and the Stalking Horse Purchaser also reserve the right to delete any Contract or Lease to which a Cure Amount Objection (as such term is defined below) is filed.**

PLEASE TAKE FURTHER NOTICE that unless the non-debtor party to the applicable Contract or Lease (i) files and serves an objection, if any, to the assumption and assignment of such Contract or Lease, to its scheduled Cure Cost (a "Cure Amount Objection") and/or on any other grounds, and/or (ii) files and serves a request for compensation for pecuniary losses and/or adequate assurance of future performance by **4:00 p.m. on September 30, 2009** and serves the objection and/or request so that it is actually received before such deadline upon: (a) counsel to the Debtor, Christopher J. Panos, Esq., Craig and Macauley Professional Corporation, Federal Reserve Plaza, 600 Atlantic Avenue, Boston, MA 02110; and (b) counsel to the Stalking Horse Purchaser, Joseph M. Witalec, Esq., Jones Day, 325 John H. McConnell Blvd., Columbus, OH 43215 and Douglas Rosner, Esq., Goulston & Storrs, P.C., 400 Atlantic Avenue, Boston, MA 02110, then the Debtor may assume and assign such Contract or Lease to the Stalking Horse Purchaser or any other Successful Bidder (or Back-up Bidder) with respect to the Purchased Assets and such non-debtor party shall: (i) be forever barred from objecting to the Cure Cost and from asserting any additional cure, pecuniary loss or other amounts with respect to such Contract or Lease, and the Debtor shall be entitled to rely solely on the Cure Cost; (ii) be forever barred from objecting to the assumption and assignment of a Contract or Lease to the Successful Bidder (or Back-up Bidder) on adequate assurance of future performance or any other grounds; (iii) be forever barred and estopped from asserting or claiming against the Debtor, the Stalking Horse Purchaser or any other Successful Bidder (or Back-up Bidder) or any other assignee of the relevant Contract or Lease or any successor or assignee thereof that any additional amounts are due or defaults exist under such Contract or Lease; and (iv) be deemed to have consented to the assumption and assignment of such Contract or Lease.

PLEASE TAKE FURTHER NOTICE that if a Cure Amount Objection is timely filed, the Cure Amount Objection must set forth: (a) the basis for the objection; (b) with specificity, the amount the party asserts as the Cure Cost; and (c) the documentation relied upon in support of

¹ The listing of a contract or lease on Exhibit A is not an admission that such contract or lease is an executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code. To the extent a contract or lease identified on Exhibit A is not executory or unexpired within the meaning of the Bankruptcy Code, it shall not be considered to be a Contract or Lease, but shall be subject to and covered by Section 2.1(b)(xvii) of the Purchase Agreement, and in particular it and any rights thereunder shall be deemed to be "contracts" and "assets" within the meaning of such Section 2.1(b)(xvii) of the Purchase Agreement.

the asserted Cure Cost. In addition, any Cure Amount Objection shall contain an email address for counsel to the objecting party to be served with further notices or information.

PLEASE TAKE FURTHER NOTICE that non-debtor parties to Contracts and Leases may contact Christopher J. Panos, Esq., Craig and Macauley Professional Corporation, Federal Reserve Plaza, 600 Atlantic Avenue, Boston, MA 02210, Tel: (617) 367-9500, to obtain information relating to the determination of adequate assurance of future performance.

BIOPURE CORPORATION,

By its Attorneys,

September 23, 2009

Christopher J. Panos (BBO# 555273)
Kathleen A. Rahbany (BBO# 654322)
Craig and Macauley Professional Corporation
Federal Reserve Plaza
600 Atlantic Avenue
Boston, Massachusetts 02210
(617) 367-9500
fax (617) 742-1788

Exhibit A to Notice of (i) Proposed Assumption and Assignment of Certain Contracts and Unexpired Leases and (ii) Amounts Necessary to Cure Defaults

Counterparty (listed in alphabetical order)	Description of Lease or Contract	Cure Amount
123-reg.co.uk GX Network Ltd. 5 Roundwood Avenue Stockley Park Uxbridge, Middlesex UB11 1FF England	Information Technology Contract regarding domain registration – www.hemopure.co.uk	\$0
AHP Hosting.net 4002 Highway 78 West Snellville, GA 30039	Information Technology Contract regarding hosting of www.biopure.com web site	\$0
Brown University Attn: Charles Kingdon, Ph.D. Brown University Technology Partnerships 47 George Street Providence, RI 02912	Material Transfer Agreement dated 10/19/07	\$0
Diametrics Medical, Inc. Attn: James K. Miller 2658 Patton Road St. Paul, MN 55113-1136	Material Transfer Agreement dated 11/20/00	\$0
Dirk J. Duncker M.D., Ph.D. Division of Experimental Oncology Department of Cardiology, Thoraxcenter Room # Ee-2355a Erasmus MC University Medical Center Rotterdam P.O. Box 1738 3000 DR Rotterdam The Netherlands	Material Transfer Agreement dated 7/23/07	\$0
The General Hospital Corporation d/b/a Massachusetts General Hospital Attn: Marie Lossky, Ph.D. 55 Fruit Street Boston, MA 02114	Material Transfer Agreement dated 5/12/06 Amendment dated 10/22/07	\$0
Heska Corporation Attn: John R. Flanders 3760 Rocky Mountain Avenue Loveland, CO 80538	Material Transfer Agreement dated 4/18/08	\$0
JBS Souderton, Inc. Attn: Craig A. Leigel, CFO P.O. Box 395 Souderton, PA 18964 JBS Souderton, Inc. P.O. Box 64395 Souderton, PA 18964	Amended and Restated Supply Agreement dated 8/31/09	\$0

Counterparty (listed in alphabetical order)	Description of Lease or Contract	Cure Amount
Network Solutions 13861 Sunrise Valley Drive Suite 300 Herndon, VA 20171	Information Technology Contract regarding server certificate – biopuremail.biopure.com Information Technology Contract regarding domain registration www.biopure.com Information Technology Contract regarding regarding domain registration www.hemopure.com Information Technology Contract regarding regarding domain registration www.oxyglobin.com Information Technology Contract regarding domain registration www.hboclab.com	\$0
Northrop Grumman Information Technology Global Corp. 3975 Virginia Mallory Drive MSSO, 3rd Floor East Chantilly, VA 20151	Information Technology Contract regarding software - MedDra	\$0
Ohio State University College of Veterinary Medicine Attn: Edward Cooper, Asst. Professor – Emergency/Critical Care Veterinary Clinical Services 601 Vernon Tharp Street Columbus, OH 43210	Material Transfer Agreement dated 9/12/08	\$0
Oracle USA Inc. P. O. Box 71028 Chicago, IL 60694	Information Technology Contract regarding PeopleSoft – JD Edwards Licensing	\$0
OSI Software Two Forbes Avenue Andover, MA 01801	Information Technology Contract regarding NGS Query IQ – Reporting tool for JD Edwards	\$0

Counterparty (listed in alphabetical order)	Description of Lease or Contract	Cure Amount
Rockland Technimed, Ltd. Attn: Pradeep M. Gupte Maratha House 3 Larissa Court Airmont, NY 10952-2833	Material Transfer Agreement dated 3/23/05	\$0
Roswell Park Cancer Institute Attn: Michael B. Sexton, Esq. Elm & Carlton Streets Buffalo, NY 14623	Material Transfer Agreement dated 2/28/07	\$0
Spear Realty LLC 520 Springfield Street Coopersburg, PA 08036	Letter Agreement dated 8/27/09	\$0
Stanford University Attn: Edwin I. Chang, M.D. Division of Plastic and Reconstructive Surgery 257 Campus Drive, Mayer Building PSRL GK210 Stanford, CA 94305	Material Transfer Agreement dated 2/27/07	\$0
University of Alabama, Birmingham (Trauma) Attn: Richard B. Marchase, Ph.D. Vice President for Research Department of Surgery Section of Trauma, Burns, Critical Care LHRB 112 701 South 19th Street Birmingham, AL 35294-0007	Material Transfer Agreement dated 9/9/05	\$0
University of Alabama, Birmingham Attn: Jane Fant Assistant VP Sponsored Research Administration 701 20th Street, AB 770 Birmingham, AL 35294-0007	Material Transfer Agreement dated 10/10/07	\$0
University of Miami School of Medicine Attn: Kenneth G. Proctor, Ph.D. Professor of Surgery, Anesthesiology and Biomedical Engineering Divisions of Trauma and Surgical Critical Care Daughtry Family Department of Surgery Ryder Trauma Center 1611 NW 12th Avenue Suite 215 Miami, FL 33136	Material Transfer Agreement dated 7/30/03 Amendment No. 1 to same dated 5/14/08	\$0

Counterparty (listed in alphabetical order)	Description of Lease or Contract	Cure Amount
University of Michigan Attn: Susan Stern The Regents of the University of Michigan c/o Division of Research Development and Administration 3003 South State Street Room 1080 Ann Arbor, MI 48109-1274	Material Transfer Agreement dated 11/9/07 Amendment dated 3/30/08	\$0
University of North Carolina at Chapel Hill Attn: James Manning, M.D. and Laurence Katz, M.D. 308 Bynum Hall CB # 4105 Chapel Hill, NC 27599-4105	Material Transfer Agreement dated 10/18/07	\$0
University of Pittsburgh Attn: Marina V. Kameneva, Ph.D. 100 Technology Drive Suite 200 Pittsburgh, PA 15219 and University of Pittsburgh Attn: Allen DiPalma Director, Office of Research 350 Thackery Hall Pittsburgh, PA 15260	Material Transfer Agreement dated 10/30/07	\$0
Virginia Commonwealth University Attn: Ivelina Metcheva, Ph.D., M.B.A. Director, Technology Transfer 800 East Leigh Street Biotech One, Suite 113 Richmond, VA 23219	Material Transfer Agreement dated 6/17/07	\$0
Wilford Hall Medical Center Attn: Jeffrey D. McNeil, M.D. 59th Clinical Research Squadron 2200 Bergquist Drive Building 4430 Lacland AFB, TX 78239-5300	Material Transfer Agreement dated 8/15/08	\$0

Exhibit B to Notice of (i) Proposed Assumption and Assignment of Certain Contracts and Unexpired Leases and (ii) Amounts Necessary to Cure Defaults

[Contracts to be Deleted]

Counterparty (listed in alphabetical order)	Description of Lease or Contract	Cure Amount
Microsoft Licensing, GP Dept. 551, Volume Licensing 6100 Neil Road, Suite 210 Reno, NV 89511-1137	Software License	\$0